

1 **..Title**

2 **Revenue and Finance - Purchasing and Procurement - Prevailing Wage and Local Hiring –**

3 For the purpose of establishing prevailing wage and local hiring provisions applicable to specific
4 types of capital improvement contracts; defining certain terms; adding the types of capital
5 improvement contracts to which general wage provisions apply; allowing wage deductions in
6 particular instances; requiring capital improvement contracts to include specific terms; adding
7 worksite notice requirements; requiring maintenance of certain records relating to prevailing wage
8 requirements; allowing audits and investigations of complaints of violations of overall wage
9 requirements; adding local hiring requirements; adding reporting requirements for prevailing wage
10 and local hiring data; establishing penalties for violations of prevailing wage and local hiring
11 provisions; providing for the applicability of this ordinance; providing for a delayed effective date;
12 generally relating to purchasing.

13
14 **..Body**

15 **CITY COUNCIL OF THE**
16 **City of Annapolis**

17
18 **Ordinance 25-22**

19
20 **Introduced by: Alderman Schandelmeier**
21 **Co-sponsored by:**

22
23 **Referred to**
24 **Finance Committee**
25 **Rules and City Government Committee**

26
27 **AN ORDINANCE** concerning

28
29 **REVENUE AND FINANCE - Purchasing and Procurement -**
30 **Prevailing Wage and Local Hiring**

31
32 **FOR** ESTABLISHING PREVAILING WAGE AND LOCAL HIRING PROVISIONS
33 APPLICABLE TO SPECIFIC TYPES OF CAPITAL IMPROVEMENT CONTRACTS;
34 DEFINING CERTAIN TERMS; ADDING THE TYPES OF CAPITAL
35 IMPROVEMENT CONTRACTS TO WHICH PREVAILING WAGE PROVISIONS
36 APPLY; ALLOWING WAGE DEDUCTIONS IN SPECIFIC INSTANCES;
37 REQUIRING CAPITAL IMPROVEMENT CONTRACTS TO INCLUDE SPECIFIC
38 TERMS; ADDING WORKSITE NOTICE REQUIREMENTS; REQUIRING
39 MAINTENANCE OF CERTAIN RECORDS RELATING TO PREVAILING WAGE
40 REQUIREMENTS; ALLOWING AUDITS AND INVESTIGATIONS OF
41 COMPLAINTS OF VIOLATIONS OF PREVAILING WAGE REQUIREMENTS;
42 ADDING LOCAL HIRING REQUIREMENTS; ADDING REPORTING
43 REQUIREMENTS FOR PREVAILING WAGE AND LOCAL HIRING DATA;

1 ESTABLISHING PENALTIES FOR VIOLATIONS OF PREVAILING WAGE AND
2 LOCAL HIRING PROVISIONS; PROVIDING FOR THE APPLICABILITY OF THIS
3 ORDINANCE; PROVIDING FOR A DELAYED EFFECTIVE DATE; GENERALLY
4 RELATING TO PURCHASING.

5
6 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**
7 **COUNCIL** that the Code of the City of Annapolis shall be amended to read as follows:

8
9 **Title 6 – REVENUE AND FINANCE**
10 **Chapter 6.08 - Purchasing and Procurement**
11 **Section 6.08.081 - Prevailing Wage**

12
13 **A. DEFINITIONS.** IN THIS SECTION, THE FOLLOWING WORDS HAVE THE
14 MEANINGS INDICATED.

15 1. “APPRENTICE” MEANS AN INDIVIDUAL WHO:

- 16 a. IS AT LEAST 16 YEARS OLD; AND
- 17 b. HAS SIGNED AN AGREEMENT WITH AN EMPLOYER OR EMPLOYER’S
18 AGENT, AN ASSOCIATION OF EMPLOYERS, AN ORGANIZATION OF
19 EMPLOYEES, OR A JOINT COMMITTEE WITH MEMBERS FROM TWO
20 OR MORE DIFFERENT ORGANIZATIONS THAT INCLUDES A
21 STATEMENT OF:
- 22 i. THE TRADE, CRAFT, OR OCCUPATION THAT THE INDIVIDUAL
23 IS LEARNING; AND
- 24 ii. THE BEGINNING AND ENDING DATES OF THE
25 APPRENTICESHIP; AND
- 26 iii. IS REGISTERED IN A PROGRAM OF A COUNCIL OR BUREAU OF
27 APPRENTICESHIP AND TRAINING THE UNITED STATES
28 DEPARTMENT OF LABOR OR A FEDERALLY APPROVED STATE
29 EQUIVALENT.

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31 2. “CAPITAL IMPROVEMENT CONTRACT” MEANS A CONTRACT RELATED TO:

- 32 a. A CITY CAPITAL PROJECT WITH A VALUE OF MORE THAN \$100,000;
33 OR
- 34 b. A CAPITAL PROJECT TO WHICH THE CITY CONTRIBUTES FUNDING
35 WITH A VALUE OF MORE THAN \$5,000,000; HOWEVER

1 c. "CAPITOL IMPROVEMENT CONTRACT" DOES NOT INCLUDE A
2 BLANKET CONTRACT OR OPEN-END AGREEMENT IN WHICH THE
3 INDIVIDUAL PURCHASE ORDER ISSUED HAS A VALUE OF LESS THAN
4 \$250,000.

5
6 3. "CAPITAL PROJECT" SHALL MEAN:

7 a. ANY PHYSICAL PUBLIC BETTERMENT OR IMPROVEMENT AND ANY
8 PRELIMINARY STUDIES AND SURVEYS RELATIVE THERETO; AND

9 b. THE ACQUISITION OF PROPERTY OF A PERMANENT NATURE FOR
10 PUBLIC USE; AND

11 c. THE PURCHASE OF EQUIPMENT FOR ANY PUBLIC BETTERMENT OR
12 IMPROVEMENT WHEN FIRST CONSTRUCTED.

13
14 4. "CONTRACTOR" INCLUDES ALL SUBCONTRACTORS TO A CONTRACTOR ON
15 A CAPITAL IMPROVEMENT CONTRACT AND MEANS A CONTRACTOR WHO:

16 a. HAS A CAPITAL IMPROVEMENT CONTRACT WITH THE CITY FOR
17 MORE THAN \$100,000; OR

18 b. HAS A CONTRACT FOR A CAPITAL PROJECT TO WHICH THE CITY
19 CONTRIBUTES FUNDING WITH A VALUE OF MORE THAN \$5,000,000.

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21 5. "DEPARTMENT" MEANS THE FINANCE DEPARTMENT, WHICH WILL
22 ADMINISTER AND ENFORCE THE CITY'S PREVAILING WAGE
23 REQUIREMENTS UNDER THIS TITLE.

24
25 6. "DIRECTOR" MEANS THE DIRECTOR OF THE FINANCE DEPARTMENT OR
26 THE DIRECTOR'S DESIGNEE WHO ADMINISTERS AND ENFORCES THE CITY
27 PREVAILING WAGE REQUIREMENTS.

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29 7. "EMPLOYEE" MEANS AN APPRENTICE, LABORER, OR MECHANIC
30 EMPLOYED BY A CONTRACTOR ON A CAPITAL IMPROVEMENT CONTRACT.

1 "EMPLOYEE" DOES NOT INCLUDE AN INDIVIDUAL EMPLOYED BY THE
2 CITY.

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4 8. "MECHANICAL SERVICE CONTRACTS" MEANS CONTRACTS FOR
5 SERVICE OF THE FOLLOWING SYSTEMS:

- 6 a. HVAC SYSTEMS, INCLUDING HEATING, VENTILATION,
7 AND COOLING/AIR-CONDITIONING EQUIPMENT; AND
- 8 b. ELECTRICAL SYSTEMS, TO INCLUDE ANY ELECTRICAL
9 COMPONENTS THAT SUPPLY, DISTRIBUTE, AND USE
10 ELECTRICAL POWER; AND
- 11 c. ELEVATOR SYSTEMS, INCLUDING ESCALATORS,
12 MOVING WALKWAYS, AND OTHER CONVEYANCES; AND
- 13 d. OVERHEAD AND UNDERGROUND LINES, POLES,
14 TRANSFORMERS, AND OTHER RELATED EQUIPMENT;
15 AND
- 16 e. PLUMBING SYSTEMS, INCLUDING PIPES, TANKS,
17 FITTINGS, AND OTHER ELEMENTS THAT CONTROL THE
18 WATER AND GAS SUPPLY, HEATING, AND SANITATION
19 OF A BUILDING; AND
- 20 f. REFRIGERATION SYSTEMS.

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22 9. "OVERTIME RATE" MEANS THE RATE A CONTRACTOR SHALL PAY
23 AN EMPLOYEE AT A RATE EQUAL TO OR MORE THAN THE REGULAR
24 PREVAILING WAGE RATE FOR OVERTIME FOR THE TYPE OF WORK
25 PERFORMED FOR EACH HOUR THAT THE EMPLOYEE PERFORMS
26 DIRECT AND MEASURABLE WORK:

- 27 a. MORE THAN EIGHT HOURS IN ANY SINGLE CALENDAR
28 DAY; AND
- 29 b. MORE THAN 40 HOURS IN A WORKWEEK; OR ON A SUNDAY OR
30 A LEGAL HOLIDAY.

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1 10. "PREVAILING WAGE" MEANS THE BASIC HOURLY RATE AND FRINGE
2 BENEFIT RATE ESTABLISHED ANNUALLY BY THE STATE COMMISSIONER
3 OF LABOR AND INDUSTRY FOR STATE-FUNDED CONSTRUCTION
4 CONTRACTS AT THE TIME OF THE AWARD OF THE CAPITAL IMPROVEMENT
5 CONTRACT.
6

7 **B. APPLICABILITY.**

8 1. ALL MECHANICAL SERVICE CONTRACTS, AS DEFINED IN TITLE 6 §
9 08.081, AT OR ABOVE THE AMOUNT CODIFIED AT 41 U.S.C. 6702(A)(2),
10 THE MCNAMARA-O'HARA SERVICE CONTRACT ACT OF 1965 (SCA),
11 SHALL BE PREVAILING WAGE CONTRACTS.
12

13 2. THIS SECTION DOES NOT APPLY TO A CAPITAL IMPROVEMENT
14 CONTRACT:

- 15 a. SUBJECT TO A FEDERAL OR STATE PREVAILING WAGE LAW;
16 OR
17 b. AWARDED WITHOUT COMPETITION; OR
18 c. WITH ANOTHER GOVERNMENTAL ENTITY; OR
19 d. TO THE EXTENT THAT THE CONTRACTOR IS EXPRESSLY
20 PRECLUDED FROM COMPLYING WITH THIS SECTION BY THE
21 TERMS OF ANY FEDERAL OR STATE LAW, CONTRACT, OR
22 GRANT; OR
23 e. ENTERED INTO AS A JOINT OR COOPERATIVE PURCHASE; OR
24 f. ENTERED INTO AS AN EMERGENCY PURCHASE.
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26 **C. PREVAILING WAGE REQUIRED.** A CONTRACTOR THAT PERFORMS DIRECT
27 AND MEASURABLE CONSTRUCTION WORK ON A CAPITAL IMPROVEMENT
28 CONTRACT SHALL PAY EACH:

- 29 1. EMPLOYEE AT A RATE EQUAL TO OR MORE THAN THE PREVAILING
30 WAGE RATE CURRENTLY IN EFFECT FOR THE TYPE OF WORK
31 PERFORMED; AND

- 1 2. APPRENTICE AT LEAST THE RATE THAT THE STATE'S
2 APPRENTICESHIP AND TRAINING COUNCIL SETS FOR AN
3 APPRENTICE IN THE TRADE INVOLVED, BASED ON A PERCENTAGE
4 OF THE PREVAILING WAGE RATE IN THAT TRADE.
5

6 **D. WAGE DEDUCTIONS PERMITTED.** A CONTRACTOR MAY MAKE ONLY FAIR
7 AND REASONABLE DEDUCTIONS THAT ARE:

- 8 1. REQUIRED BY LAW; AND
9 2. AUTHORIZED IN A WRITTEN AGREEMENT BETWEEN THE EMPLOYEE
10 AND THE CONTRACTOR SIGNED AT THE BEGINNING OF
11 EMPLOYMENT THAT:
12 a. CONCERNS FOOD, SLEEPING QUARTERS, OR SIMILAR ITEMS;
13 AND
14 b. IS SUBMITTED BY THE CONTRACTOR TO THE DIRECTOR; OR
15 c. REQUIRED OR ALLOWED BY A COLLECTIVE BARGAINING
16 AGREEMENT BETWEEN A BONA-FIDE LABOR ORGANIZATION
17 AND A CONTRACTOR.
18

19 **E. CONTRACT REQUIREMENTS.** A CAPITAL IMPROVEMENT CONTRACT:

- 20 1. SHALL REQUIRE THE CONTRACTOR TO COMPLY WITH THIS
21 SECTION;
22 2. SHALL SPECIFY THAT AN AGGRIEVED EMPLOYEE OR APPRENTICE,
23 AS A THIRD-PARTY BENEFICIARY, MAY, BY A CIVIL ACTION
24 AGAINST THE CONTRACTOR, RECOVER THE DIFFERENCE BETWEEN
25 THE PREVAILING WAGE FOR THE TYPE OF WORK PERFORMED AND
26 THE AMOUNT ACTUALLY RECEIVED, WITH INTEREST AND
27 REASONABLE ATTORNEY'S FEES, AS APPLICABLE; AND
28 3. MAY SPECIFY THE PAYMENT OF LIQUIDATED DAMAGES OWED TO
29 THE CITY BY THE CONTRACTOR FOR NONCOMPLIANCE WITH THIS
30 SECTION OF NOT MORE THAN THREE TIMES THE AMOUNT OF
31 WAGES OWED TO AN EMPLOYEE OR APPRENTICE.

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F. PROHIBITIONS. A CONTRACTOR MAY NOT

1. SPLIT OR SUBDIVIDE A CAPITAL IMPROVEMENT CONTRACT OR A SUBCONTRACT AWARDED PURSUANT TO THE CAPITAL IMPROVEMENT CONTRACT; OR
2. PAY AN EMPLOYEE THROUGH A THIRD PARTY, OR TREAT AN EMPLOYEE AS A SUBCONTRACTOR OR INDEPENDENT CONTRACTOR TO AVOID ANY REQUIREMENT OF THIS SECTION; OR
3. EMPLOY AN INDIVIDUAL CLASSIFIED AS A HELPER OR TRAINEE TO PERFORM DIRECT AND MEASURABLE WORK UNDER A CAPITAL IMPROVEMENT CONTRACT.

G. NOTICE REQUIRED. A CONTRACTOR SHALL PROMINENTLY POST AT THE WORKSITE A CLEARLY LEGIBLE STATEMENT IN ENGLISH AND ANY OTHER LANGUAGE THAT IS PRIMARILY SPOKEN BY THE EMPLOYEES AT THE WORKSITE THAT STATES EACH PREVAILING WAGE RATE.

H. RECORDS.

1. A CONTRACTOR SHALL SUBMIT A CERTIFIED COMPLETE COPY OF ITS PAYROLL RECORDS FOR A CAPITAL IMPROVEMENT CONTRACT COVERED BY THIS SECTION TO THE DIRECTOR WITHIN 14 DAYS AFTER THE END OF EACH PAYROLL PERIOD.
2. THE PAYROLL RECORDS SHALL CONTAIN A STATEMENT SIGNED BY THE CONTRACTOR CERTIFYING THAT:
 - a. THE PAYROLL RECORDS ARE COMPLETE AND CORRECT;
 - b. THE WAGE RATES PAID ARE NOT LESS THAN THOSE REQUIRED BY THIS SECTION; AND
 - c. THE RATE OF PAY AND CLASSIFICATION FOR EACH EMPLOYEE ACCURATELY REFLECTS THE WORK THE EMPLOYEE PERFORMED.
3. PAYROLL RECORDS SHALL INCLUDE:

1 a. THE NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL OF THE
2 CONTRACTOR; AND

3 b. THE NAME AND LOCATION OF THE JOB; AND

4 c. EACH EMPLOYEE'S:

5 i. NAME; AND

6 ii. CURRENT ADDRESS, UNLESS PREVIOUSLY REPORTED;
7 AND

8 iii. SPECIFIC WORK CLASSIFICATION; AND

9 iv. DAILY BASIC TIME AND OVERTIME HOURS; AND

10 v. TOTAL BASIC TIME AND OVERTIME HOURS FOR THE
11 PAYROLL PERIOD; AND

12 vi. RATE OF PAY; AND

13 vii. FRINGE BENEFITS BY TYPE AND AMOUNT; AND

14 viii. GROSS WAGES.

15 4. CONTRACTOR SHALL:

16 a. MAINTAIN PAYROLL RECORDS COVERING A CAPITAL
17 IMPROVEMENT CONTRACT COVERED BY THIS SECTION FOR NOT
18 LESS THAN FIVE YEARS AFTER THE WORK IS COMPLETED; AND

19 b. SUBJECT TO REASONABLE NOTICE, PERMIT THE DIRECTOR TO
20 INSPECT THE PAYROLL RECORDS AT A REASONABLE TIME AND AS
21 OFTEN AS NECESSARY.

22 5. THE DIRECTOR SHALL:

23 a. MAINTAIN PAYROLL RECORDS COVERING A CAPITAL
24 IMPROVEMENT CONTRACT COVERED BY THIS SECTION FOR NOT
25 LESS THAN FIVE YEARS AFTER THE WORK IS COMPLETED; AND,

26 b. SUBJECT TO ANY REQUIRED EXEMPTIONS OR DENIALS UNDER THE
27 ANNAPOLIS PUBLIC INFORMATION ACT OR ANY OTHER APPLICABLE
28 OPEN PUBLIC RECORDS LAWS, SHALL MAKE THE RECORDS

1 AVAILABLE FOR PUBLIC INSPECTION DURING REGULAR BUSINESS
2 HOURS.

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4 **I. AUDITS.** THE DIRECTOR MAY PERFORM RANDOM OR REGULAR AUDITS AND
5 INVESTIGATE ANY COMPLAINT OF A VIOLATION OF THIS SECTION.

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7 **J. VIOLATIONS.**

8 1. IF THE DIRECTOR DETERMINES THAT A PROVISION OF THIS SECTION HAS
9 BEEN VIOLATED, THE DIRECTOR:

10 a. SHALL ISSUE A WRITTEN DECISION, INCLUDING APPROPRIATE
11 SANCTIONS; AND

12 b. MAY WITHHOLD FROM PAYMENT DUE TO THE CONTRACTOR,
13 PENDING A FINAL DECISION, AN AMOUNT SUFFICIENT TO:

14 i. PAY EACH EMPLOYEE OF THE CONTRACTOR THE FULL
15 AMOUNT OF WAGES DUE UNDER THIS SECTION; AND

16 ii. SATISFY A LIABILITY OF A CONTRACTOR FOR LIQUIDATED
17 DAMAGES AS PERMITTED IN THIS SECTION.

18 2. A CONTRACTOR MAY APPEAL THE DECISION WITHIN 10 WORKING DAYS
19 AFTER RECEIVING A COPY OF THE DECISION.

20 a. THE CONTRACTOR MUST PROVIDE A WRITTEN RESPONSE TO THE
21 CITY'S PROCUREMENT OFFICER.

22 b. WITHIN A REASONABLE TIME AFTER RECEIPT OF THE APPEAL, THE
23 PROCUREMENT OFFICER MAY INVESTIGATE, REQUEST WRITTEN
24 TESTIMONY, OR CONDUCT A HEARING, AS THE PROCUREMENT
25 OFFICER DEEMS NECESSARY FOR THE REVIEW OF THE APPEAL.

26 c. THE DECISION OF THE PROCUREMENT OFFICER ON THE APPEAL IS
27 FINAL AND NOT SUBJECT TO APPEAL.

1 d. IF THE CONTRACTOR DOES NOT APPEAL THE DIRECTOR'S DECISION
2 WITHIN 10 WORKING DAYS AFTER RECEIPT, THE DECISION OF THE
3 DIRECTOR IS DEEMED FINAL AND NOT APPEALABLE.

4 3. IF THE FINAL DECISION OF THE DIRECTOR, OR THE PROCUREMENT
5 OFFICER AFTER APPEAL, IS THAT THE CONTRACTOR HAS VIOLATED THE
6 PROVISIONS OF THIS SECTION AND THAT THE VIOLATION WAS
7 INTENTIONAL, AT THE DISCRETION OF THE DIRECTOR, THE CONTRACTOR,
8 ANY OF THEIR PRINCIPALS, OR ANY FIRM, CORPORATION, PARTNERSHIP,
9 OR OTHER BUSINESS ENTITY IN WHICH THAT CONTRACTOR HAS AN
10 INTEREST, MAY NOT BE AWARDED A CITY CONTRACT AND MAY NOT
11 PERFORM ANY WORK ON ANY CITY CONTRACT FOR ONE YEAR FROM THE
12 DATE OF THE FINAL DECISION.

13 4. A CONTRACTOR MAY NOT DISCHARGE OR OTHERWISE RETALIATE
14 AGAINST AN EMPLOYEE FOR ASSERTING ANY RIGHT UNDER THIS SECTION
15 OR FOR FILING A COMPLAINT OF A VIOLATION.

16 5. A CONTRACTOR IS JOINTLY AND SEVERALLY LIABLE FOR A
17 SUBCONTRACTOR'S NONCOMPLIANCE WITH THIS SECTION.

18 6. IF A CONTRACTOR IS LATE IN SUBMITTING COPIES OF PAYROLL RECORDS
19 REQUIRED TO BE SUBMITTED UNDER THIS SECTION, THE CITY MAY DEEM
20 THE INVOICES DEFICIENT UNTIL THE CONTRACTOR PROVIDES THE
21 REQUIRED RECORDS AND MAY POSTPONE PROCESSING PAYMENTS DUE
22 UNDER THE CONTRACT.

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24 **K. REPORT.** THE DIRECTOR SHALL ANNUALLY PUBLISH AND POST ON THE
25 CITY'S WEBSITE A REPORT ON THE OPERATION AND COMPLIANCE WITH THIS
26 SECTION.

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28 **L. POLICIES AND GUIDELINES.** THE DIRECTOR MAY PROMULGATE SUCH
29 REGULATIONS, POLICIES, AND GUIDELINES AS MAY BE REQUIRED FROM TIME

1 TO TIME FOR THE PROPER IMPLEMENTATION AND ENFORCEMENT OF THIS
2 SECTION.

3

4 **Title 6 – REVENUE AND FINANCE**
5 **Chapter 6.08 - Purchasing and Procurement**
6 **SECTION 6.08.082 - LOCAL HIRING.**

7

8 **A. DEFINITIONS.** TERMS IN THIS SECTION HAVE THE MEANINGS INDICATED IN
9 TITLE 6 § 08.081.A.

10

11 **B. LOCAL HIRING.** A CONTRACTOR SHALL MAKE BEST EFFORTS TO FILL AT
12 LEAST 51% OF NEW JOBS REQUIRED TO COMPLETE THE CAPITAL IMPROVEMENT
13 CONTRACT OR THE CAPITAL PROJECT WITH CITY OF ANNAPOLIS OR ANNE
14 ARUNDEL COUNTY RESIDENTS.

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16 **C. REPORTING.** THE CONTRACTOR SHALL SUBMIT QUARTERLY REPORTS TO THE
17 DIRECTOR, ON THE FORM DESIGNATED BY THE DIRECTOR, WHICH INCLUDES
18 THE FOLLOWING WITH RESPECT TO THE CAPITAL IMPROVEMENT CONTRACT OR
19 CAPITAL PROJECT:

20 1. THE NUMBER OF NEW HIRES NEEDED FOR THE CONTRACT DURING THE
21 REPORTING PERIOD; AND

22 2. THE TOTAL NUMBER OF CITY OF ANNAPOLIS OR ANNE ARUNDEL CITY
23 RESIDENTS HIRED DURING THE REPORTING PERIOD; AND

24 3. THE TOTAL NUMBER OF ALL EMPLOYEES HIRED DURING THE REPORTING
25 PERIOD; AND

26 4. DESCRIBE EFFORTS MADE TO FILL THE OPEN POSITIONS WITH CITY OR
27 COUNTY RESIDENTS; AND

28 5. INFORMATION ABOUT NEW HIRES DURING THE REPORTING PERIOD THAT
29 INCLUDES:

30 a. NAME; AND

- b. LAST FOUR NUMBERS OF THEIR SOCIAL SECURITY NUMBER; AND
- c. JOB TITLE; AND
- d. HIRE DATE; AND
- e. ADDRESS; AND
- f. REFERRAL SOURCE.

D. VIOLATIONS.

1. IF THE DIRECTOR DETERMINES A CONTRACTOR HAS NOT MADE BEST EFFORTS OR REPORTED AS REQUIRED UNDER THIS SECTION, THE DIRECTOR SHALL INVESTIGATE SAID FAILURE TO REPORT AS REQUIRED AND ISSUE A WRITTEN NOTICE OF VIOLATION DETAILING THE FAILURES TO REPORT AND ANY INVESTIGATION FINDINGS AND ANY ASSOCIATED PENALTIES ASSESSED.
2. A CONTRACTOR MAY APPEAL A WRITTEN DECISION OF THE DIRECTOR THAT THE CONTRACTOR VIOLATED A PROVISION OF THIS SECTION BY FOLLOWING THE PROTEST AND APPEAL PROCEDURES PROVIDED IN TITLE 6 § 08.330 THROUGH TITLE 6 § 08.360.
3. IF A CONTRACTOR IS LATE IN SUBMITTING REPORTS REQUIRED TO BE SUBMITTED UNDER THIS SECTION, THE CITY MAY POSTPONE PROCESSING PAYMENTS DUE UNDER THE CONTRACT UNTIL THE REQUIRED REPORTS ARE SUBMITTED.

SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL that this ordinance shall take effect from the date of its passage.

Explanation:

UPPERCASE indicates matter added to existing law.
~~Strikethrough~~ indicates matter stricken from existing law.
Underlining indicates amendments.